

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM**

**Complaint no. : 7246 of 2022**  
**Date of filing of : 15.11.2022**  
**complaint:**  
**Date of decision : 01.07.2025**

Paradise Owners Association, (Mapsko Paradise Residents Welfare Association) R/o: Registration No. HR-018-2016-02544, RWA and Maintenance Office, MAPSKO Paradise, Sector 83, Gurugram, Haryana- 122004 IN.	<b>Complainant</b>
Versus	
1. M/S Mapsko Builders Pvt. Ltd. <b>Office:</b> 52, North Avenue Road, Punjabi Bagh, New Delhi, Delhi- 110026 IN 2. M/S Essence Facility Solutions Pvt. Ltd. <b>Office:</b> 114, Apra North Ex-Plaza, Netaji Subhash Place Pitam Pura, New Delhi West Delhi- 110034 IN. 3. MR. PANKAJ SINGLA DIRECTOR, M/S MAPSKO BUILDERS PVT.LTD. <b>Office:</b> 52, North Avenue Road, Punjabi Bagh, New Delhi, Delhi- 110026. 4. MR. SAHIL SINGLA DIRECTOR, M/S MAPSKO BUILDERS PVT. LTD. <b>Office:</b> 52, North Avenue Road, Punjabi Bagh, New Delhi, Delhi- 110026 5. MR. AJAY KUMAR GUPTA DIRECTOR, M/S MAPSKO BUILDERS PVT. LTD. <b>Office:</b> 52, North Avenue Road, Punjabi Bagh, New Delhi, Delhi- 110026.	<b>Respondents</b>

6. MR. SURINDER KUMAR

DIRECTOR, M/S ESSENCE FACILITY SOLUTIONS  
PVT. LTD.

Office: 114, Apra North Ex-Plaza, Netaji Subhash  
Place Pitam Pura, New Delhi West Delhi- 110034

7. MR. MANOJ KUMAR

DIRECTOR, M/S ESSENCE FACILITY  
SOLUTIONS PVT. LTD.

Office: 114, Apra North Ex-Plaza, Netaji  
Subhash Place, Pitam Pura, New Delhi West  
Delhi- 110034

**CORAM:**

Shri Arun Kumar

**Chairman**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Ms. Sakshi Chahar

**Counsel for the complainant**

Sh. Pawan Bhardwaj

**Counsel for the Respondents**

**ORDER**

- The present complaint dated 15.11.2022 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

- The brief particulars of the project have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"Central Park-1", Sector 42, Gurgaon
2.	Project area	13.478 acres

## B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

- I. That respondent no. 1, **M/S MAPSKO BUILDERS PVT. LTD.** (CIN: U45203DL2003PTC118590) is a company incorporated under the companies Act 1956 / 2013 having its registered Office at 52, North Avenue Road, Punjabi Bagh, New Delhi, Delhi- 110026 IN (Correspondence Address: 6<sup>th</sup> Floor, Baani The Address, 1, Golf Course Road, Near DoubleTree by Hilton, Sec-56, Gurugram, Haryana-122011). Respondent no. 3, 4 & 5 are the directors of the respondent no. 1, hence responsible and liable for the acts by and on behalf of respondent no. 1.
- II. That in the year 2010, respondent no. 1 came up with an initial public offer to sell the residential flats/ apartments in their upcoming project under the name and style of MAPSKO PARADISE, situated at Sector- 83, Gurugram, Haryana- 122004 IN with the assurance of giving its timely, lawful and physical possession by the **end of year 2014**.
- III. That, in the year 2010, by believing the respondents and by relying on their strong reputation in the market, the members of the complainant booked their respective units in the respondents project- MAPSKO PARADISE by paying the respective booking amount as per their respective units. **BUT**, the members of the complainant got their respective builder buyer agreements executed mostly in the mid-end of **year 2011** i.e. only after a year from booking of units



and after paying 2-3 installments. as per clause 15 (a) of the said builder buyer agreement, the members of complainant were to receive their physical possession of their units by end of **2014** (including grace period of 6 months) and thereafter the handover of the project to the complainant as soon as possible in consonance to the provisions relevant laws of land including Real Estate (Regulation & Development) Act, 2016.

- IV. That **firstly**, the respondents failed to adhere to the terms of the BBA (Clause 15 (a) in Particular) and failed to give the actual, physical and lawful possession of the respective allotted units to the respective buyers/ members of the complainant. The respondents offered physical possession of the allotted units in the said project only after the year 2017.
- V. That **secondly**, the respondents further violated proviso 1 of section 3(1) of RERA, 2016 by not getting their said ongoing project registered with the appropriate authority under RERA, 2016 within 3 months from the commencement of RERA, 2016.
- VI. That **thirdly**, although the respondents gave the physical possession of the units of the project by the year 2017 but they/ respondents failed to do so by complying with the necessary approvals as required under RERA, 2016 such as fire- fighting certificates, NOCs from various departments etc.
- VII. That **most importantly**, even after such flagrant violations the respondents are still not handing over the project (including maintenance) to the association of the project i.e to the complainant.
- VIII. That the members of the complainant formed their association on their own and got the same registered in the year 2016 but till date the respondents are making one reason or the other in order to hand over the project- MAPSKO PARADISE to their registered Association of owner's i.e the complainant.
- IX. That since the very beginning the respondents are charging frivolous and highly rated common area maintenance from the home buyers/ complainant

and despite constant requests and assertions made by complainant to the respondents regarding handing over of the project to them, the respondents have always dragged their responsibility of handing over the project to the complainant.

- X. That in July 2022, only after 5 years of constant requests and after 8 years of due date of possession, the respondents vide their letter dated 20th July, 2022 agreed to hand over the project to the complainant that too without following any guideline or law in this respect.
- XI. That the complainant vide their letter/ notice dated 02nd August, 2022 asked the respondents to furnish the copy of requisite OC, CC, NOCs and other relevant documents; to make the payment of **complete ifms** being the principal amount of the interest free maintenance security; to discharge their every responsibility/ liability (including infrastructural work) as per the relevant laws of land and agreement executed between home buyers/ members of complainant and respondents. These demands are mentioned below in detail as:
- a) The addressees has to take all the requisite statutory approvals/permissions from the government/concerned authorities as necessary for construction of the said society and has to assure the same to my client.
  - b) The Addressees has to obtain the certificate of completion and occupancy from competent authority for the project "**Mapsko Paradise**" as per Sub-Clause b, c, d, and e of Clause 4 of Section 11 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act'). The addressees has to also obtain the respective NOCs from other departments such as Fire Fighting, Water Department, Electricity Department, NGT etc.
  - c) The Addressees have to give account of the IFMS (Interest Free

- Maintenance Security) of each allottee in the project and has to give back the IFMS of each allottee to my client without any deduction.
- d) The estimated IFMS is Approximately **Rs. 2,12,86,000/-** [(52\*4\*1340 3BHK) + (48\*3\*1050 2BHK) - (4\*1050 Club House)]
- e) The addressees has to provide all documents and relevant information of the project i.e. "Mapsko Paradise" to the allottees and to my Client as well.
- f) That Addressees are solely responsible for providing all required and relevant NOCs and assigning AMC agreements to my client without any additional cost or expense.
- g) That the addressees shall be liable for any loss or damages incurred before the date of handover in respect of maintenance services.
- h) That after handing over of Maintenance, the Addressees shall pay maintenance charges, for each of unsold flats/areas along with DG Set (on pro-rata basis) as identified to my Client from the date of transfer, on monthly basis, in accordance with rate as decided by my Client for residents from time to time.
- i) The Addressees shall submit details of all unsold inventories including in common area.
- j) The Addressees shall obtain a single point electricity and water connection from the State Authority/ Power Supplies and shall pay the necessary securities, line charges, system loading charges etc (hereinafter 'accounts') for the same out of their own money. As per the Sanction Plan the Addressees are liable to install power supply of 33 KVA and the Addressees shall be liable to transfer the said connections in name of my Client without making any deductions from the IFMS.
- k) The Addressees shall give account of and basis of EEC (External

Electrification Charges), which was collected by them at the time of possession over and above the EDC/ IDC. The Addressees shall refund the same.

- l) The Addressees shall be solely liable for any pending due(s) of the Government/ Authority/ NPCL/ Any Supplier or for any other land payment dues.
- m) The Addressees shall be liable for procuring Fire and Life Safety Certificate from the respective departments as per the general standards.
- n) The Addressees has to finish the Injection grouting, seepage, leakage, excessive dampness, water logging, drainage channels, correctable works and other repairable works, whatsoever in snag list of the project "Mapsko Paradise".
- o) The addressees has to hand over to my client, the ownership and rights to operate & maintain the equipment and machineries like lifts, generators, firefighting equipment, pumps, electrical transformers, water softener plants, solid waste management plant, sewage treatment plant, CCTVs, LCDs, computer systems etc. as per the mentioned make, number and capacity of equipment along with latest Annual Maintenance Contract (AMC) documents.
- p) All the plant, equipment, machineries and infrastructure pertaining to waste management including carbon emission from generator must be environmentally complied in pursuance with various laws of land and National Green Tribunal Notifications issued from time to time for environment protection. This will be the responsibility of the Addressees to ensure that all plant, equipment, machineries and infrastructure must be in place as per the Rules and Regulations. Any deviation from this must be sole responsibility of the Addressees and



the Addressees shall indemnify my Client for the same.

- q) The addressees shall hand over the project and its maintenance with all the infrastructural development/ construction as per the standards mentioned in builder buyer agreement executed between you addressees and the allottees.
- r) The Addressees have to ensure that the Flue Pipes installed for the DG sets in the Society are in accordance with the applicable building norms, pollution norms, etc. The Addressees have to obtain the 'CTO' from Pollution Control Board (Haryana). In case of any action by the National Green Tribunal/ Pollution Control Board or respective Authority in future the Addressees will be responsible to follow and implement the directions/orders of the directing authorities/bodies, as the case may be, at their own expense (jointly and severally).
- s) The Addressees shall not increase the amount of Common Area Maintenance from the date of receipt of this notice to actual & complete handover of the Maintenance to my Client.
- t) The Addressees shall facilitate (by mutual agreement) the asset division/ share, Collection of CAM, power infra, CAM from EWS Flats etc. of Mapsko Paradise and Royal Ville. The maintenance and other issues of Royal Ville shall not hamper the easementary and enjoyment rights of residents of Mapsko Paradise.

XII. That instead of complying to and adhering to the aforementioned liabilities, the Respondents shirked their responsibilities/ liabilities vide their Letter dated 25th August, 2022, whereby the Respondents:

- A. Tried their every attempt in order to shirk their liabilities under RERA, 2016 and other alike legislations meant for the protection of the Home Buyers who are generally at the light/ weak spot;
- B. Obstructed the transfer/handover of the Project;



- C. Tried to impose the liability over the Complainant instead;
- D. Refused to bear the costs of 'general maintenance and wear and tear' until the takeover/ handover;
- E. Stated every frivolous and unrelated reason to get away from their responsibilities and make illegal & unlawful profit;
- F. Increased the Common Area Maintenance (CAM) Charges;

- XIII. That, the respondents' decision to increase the costs of 'common area maintenance' charges until the takeover of maintenance by complainant, is again in contravention to **Section 11(4)(d) of RERA, 2016**. Also, the respondents are doing this with the sole purpose and intention of harassing the complainant thus coercing them to relinquish their statutory rights provided under the law of land and to make them submit to respondents' unreasonable demands and taking/ accepting the handover of an unfinished & under constructed dwellings.
- XIV. That from the respondents' reply dated 25 August, 2022 *ex-facie* it seems that the respondents intentionally and wilfully want to keep the complainant devoid of services and the dwelling (in a state as promised by by respondents at the time of booking of flats and execution of builder buyer agreement) irrespective of the fact that the home buyers/ complainant has fully paid, the respondents, the agreed amount for such services and thereby adhered to their end of the builder buyer agreement whereas the respondents are trying every possible means and way to run away from theirs and thus place the additional burden on the shoulders of the complainant.
- XV. That the sole fact that the respondents has raised the amount of Common Area Maintenance (CAM) Charges with effect from 18 August, 2022 (that is only after the legitimate demands raised by the complainant in notice dated 02 August, 2022) clearly and loudly conveys the respondents' malafide intentions that the respondents will use their big hands & reach in all possible way to

impose every fictitious and self-concocted liabilities over the complainant in order to inculcate fear into their minds and to make the complainant submissive to the respondents' illegitimate demands thus paving an easy way for the respondents to escape their liabilities.

- XVI. That, the respondents' unilateral decision to deduct recovery of losses from Interest Free Maintenance Security (IFMS) is unjustified, self-seeking, arbitrary and in contravention of law as IFMS money is to be kept with builder and handed over to RWA/ complainant, as RWA/ complainant is the authorized body for maintenance of common areas and facilities of a Group Housing as soon as there is the occupancy of more than 60% in concerned group housing.
- XVII. That this needs to be clarified here that the very reason for the respondents to hand over the operations and maintenance of MAPSKO PARADISE is not "the lower CAM charges recoveries as against burgeoning expenses" but the Respondents' statutory obligations under RERA, 2016 which they clearly failed to abide by. It is the duty/ obligation of the promoter/ builder/ respondents herein to hand over the project to the association that too in consonance with the provisions of RERA, 2016 and the terms and conditions of the Builder Buyer Agreements.
- XVIII. That the complainant is zealously willing to take the handover of the project MAPSKO PARADISE but only subject to the conditions mentioned in Notice dated 02 August, 2022, Memorandum of Transfer (subject to negotiations) and the relevant laws of RERA & statute/ legislature alike.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s).
- I. **To direct the respondents to transfer/ handover of the project MAPSKO PARADISE to the complainant in consonance to the conditions mentioned in Notice dated 02 August, 2022,**

**Memorandum of Transfer (subject to negotiations) and the relevant laws of RERA & statute/ legislature alike.**

- II. **To direct the respondents not to increase the Common Area Maintenance Charges till the transfer/ handover of the project MAPSKO PARADISE to the complainant;**
- III. **To direct the respondent to resolve/ repair/ complete the project items pendency as soon as possible;**
- IV. **To direct a forensic audit of respondent's books of account;**

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

**D. Reply by the respondent**

6. The respondent has contested the complaint on the following grounds.

- a. That the respondent i.e. MAPSKO Builders Pvt. Ltd. is engaged in the business of construction and development of real estate projects and has carved a niche for itself in the real estate and infrastructure sector. The present reply for and on behalf of the respondents is being filed with some delay as till date complainant has not supplied the respondents with proper copy of the complaint. The respondents had received an advance service of complaint bearing no. 6152 of 2022, whereas the present complaint has been filed and is registered as 7246 of 2023. The respondents were not aware of the listing of the present complaint due to wrong complaint no. provided to it by the complainants and it is only through causelist the respondents got to know the existence of the complaint under the new complaint number, hence the delay in filing of the reply. The present reply is filed by answering respondent no. 1 through its authorised representative Mr. Ajay Kumar Gupta, who has been duly authorized by the Board of Directors of the Respondent No. 1 vide Board Resolution dated 01.06.2022, to sign and verify the present reply and



to do all such acts ancillary thereto as well as seconded by authroised representative of Respondent no. 2 i.e. Mr. Surinder Kumar.

- b. That the complainant has approached the Authority with unclean hands and have tried to mislead the Authority by making incorrect and false averments and stating untrue and/or incomplete facts and, as such, is guilty of suppression very suggestion falsi. It is noteworthy that as per information made available to the Respondents the present Complaint has been filed on 15.11.2022 and subsequently as per the several meeting held between the parties, more particularly meeting dated 21.12.2022 in which relevant and necessary documents for the purpose of the handover of operation and maintenance of the common areas and facilities of the complex as requested by the complainant vide its notice dated 2nd August, 2022 were provided and the said fact has been fully recorded in the recital clauses of the handover agreement dated 14.01.2023. Thereafter, as recorded in the handover agreement w.e.f. 01.01.2023 the operation and management of the common areas and facilities as exiting in the group housing complex 'MAPSKO Paradise' stood handed over to the complainant. Now, despite the handover having taken place the complainant has continued with its ill-advised agenda and has been pressing the present complaint, wherein all prayers made stand redressed in the handover agreement dated 14.01.2023. It was obligatory upon the complainant to have informed the Ld. Authority of the existence of the handover agreement instead of pressing for the present complaint, which has been rendered infructuous. Instead the complainant tried to not effect proper service onto the respondents (as has been recorded in the order dated 31.10.2023 in the captioned case) and get an exparte relief against the Respondents. The conduct of the complainant it is submitted that the complaint filed by the complainants is baseless, vexatious and is not tenable in the eyes of law therefore the complaint deserves to be dismissed at the



threshold. The complainant have chosen to approach the Authority with a frivolous complaint only with a malafide intention to unjustly enrich themselves and in one way or the other to arm twist the developer and to scuttle lawful claims of the maintenance agency hence, the complainant is not entitled to any relief whatsoever from the Authority. It is the well settled law as held by the Hon'ble Supreme Court of India, a defaulter is not entitled to get any equitable relief. Thus, the complaint must fail.

- c. It is submitted that the project does not fall within the definition of 'ongoing project' as the same had received occupation certificate on 07.02.2017 i.e. much before the HRERA rules came into effect on 28.07.2017, in terms of which provisions of RER Act, 2016 were given enforcement within the State of Haryana. Therefore, the present complaint is not maintainable before the Authority.
  - d. It is submitted that the assuming though not admitting the grievances of the complainant to be true, the complaint of the complainant is conspicuously silent on the apparent delay of more than 8 years in filing the present complaint and the intent/motive behind filing the same now. It is apparent from the conduct of the complainant that they want to try their luck by chance litigation and want to seek some bargain from the respondents at this stage.
  - e. It is submitted that the project in question stands handed over to the association of allottees ie. Paradise Owners Association effective 01.01.2023 vide handover agreement dated 14.01.2023. As on date respondents has no role or involvement in operation and maintenance of the project in question.
7. All other averments made in the complaint were denied in toto.
  8. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

9. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**E.I Territorial jurisdiction**

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject-matter jurisdiction**

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

**Section 11**

.....

(4) The promoter shall-

*(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

**Section 34-Functions of the Authority:**

*34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on the relief sought by the complainant.**

**F.I Direct the respondent to handover of the project to the complainant in consonance to the conditions mentioned in notice dated 02.08.2022.**

**F.II Direct the respondent no to increase the common area maintenance charges till the handover of the project.**

13. The above mentioned reliefs no. F.I, &F.II as sought by the complainant is being taken together and these reliefs are interconnected
14. The complainant-association is seeking the relief of directing the respondent to hand over the project to the complainant in accordance with the conditions mentioned in the notice dated 02.08.2022. However, it is pertinent to note that the respondent has already handed over of the project to the association of allottees, as evidenced by the execution of the handover agreement dated 14.01.2023. Consequently, the relief sought by the complainant in this regard has been rendered infructuous, as the said handover has already been completed in accordance with the applicable terms. The respondent has brought to the notice of the Authority that vide application dated 26.09.2024, a petition filed for appointment of arbitrator, before the Hon'ble High Court of Punjab and Haryana in arbitration petition no. 217 of 2023 titled as ' Mapsko Builders Pvt. Ltd. And another V/s Paradise Owner Association vide order dated 06.09.2024 have appointed Mr. Justice Ramendra Jain (retd.) as arbitrator to adjudicate the claims of the respondent and the said arbitration also includes recovery and setoff IFMS by the respondent among other claims. Therefore, no further directions or orders are warranted in respect of this relief.
15. Furthermore, the complainant has also sought a direction restraining the respondent from increasing the common area maintenance charges until the handover of the project. In light of the fact that the handover of the project was completed on 14.01.2023, this relief has likewise become redundant. Since the

main reason for this claim no longer applies, no further adjudication or directions are necessary in respect of this claim. Thus, both reliefs sought by the complainant have been rendered redundant by virtue of the handover agreement dated 14.01.2023, and no further orders are required on these matters.

**F.III Direct the respondent to resolve/repair complete the project items pendency as soon as possible.**

16. The association, in this case, is seeking relief to address and resolve the pending issues related to the completion of various items in the project. In response, the respondent, vide proceeding dated 23.04.2024, has informed that the district administration has already initiated a structural audit of the project by empanelled engineer. The respondent further assured that if any defects or shortcomings are identified during the course of the audit, they will take immediate steps to rectify and resolve those issues.
17. Also, the Section 14(3) obligates the promoter/builder to rectify the defects brought to the notice of the promoter within a period of five years by the allottee from the date of handing over of possession. The said clause is extracted below:

*(3) "In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act".*

18. Hereby, the respondent is directed to rectify/repair the defects pointed out after audit by the district administration within a period of 90 days.

**F.VI Direct a forensic audit of respondent's book of account;**

19. It is important to note that the above said relief was not pressed by the complainant counsel during the arguments in the course of hearing. Also the




complainant failed to provide or describe any information related to the above mentioned relief sought. The authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the authority has not returned any findings with regard to the above mentioned reliefs

**G. Directions of the authority**

20. Hence, in view of the factual as well as legal positions detailed above, the complaint filed by the complainant seeking above reliefs against the respondents is decided in terms of paras 13 to 19 above. Ordered accordingly
21. Complaint stands disposed of.
22. File be consigned to registry.



Ashok Sangwan  
Member



Arun Kumar  
Chairman

**Haryana Real Estate Regulatory Authority, Gurugram**  
**Date: 01.07.2025**

**HARERA**  
**GURUGRAM**